



Participation Agreement

This Tyler dataXchange Participation Agreement (this "*Agreement*") is entered into by and between Tyler Technologies, Inc. ("*Tyler*") and the entity set forth on the signature block below ("*Client*").

WHEREAS, Client has an existing license agreement with Tyler (the "*License Agreement*") pursuant to which Client is a licensed user of Tyler's proprietary judicial software (the "*Licensed Software*"); and

WHEREAS, the Licensed Software provides Client with the voluntary capability to share information in and through an index (the "*Tyler dataXchange*") with other governmental justice agencies that also license Tyler judicial software and execute Tyler dataXchange Participation Agreements (each, a "*Participating Entity*"); and

WHEREAS, Client desires to participate in the Tyler dataXchange and provide access to and share certain of its information with Participating Entities through the Tyler dataXchange, on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Tyler and Client agree as follows:

This Agreement consists of this cover and signature page and the following attachments and schedules, which are incorporated by reference herein:

- Exhibit A – Tyler dataXchange Participation Agreement Terms and Conditions; and
- Schedule 1 to Exhibit A – Client Tier 1 and Tier 2 Data.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

COUNTY NAME

("CLIENT")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Tyler dataXchange Participation Agreement Terms and Conditions

1. DEFINITIONS

1.1. "Authorized User" means any employee of Client who is authorized to use the Licensed Software and access the Tyler dataXchange in the performance of his/her justice-related duties.

1.2. "Client Data" means Tier 1 Data and Tier 2 Data, collectively.

1.3. "Tier 1 Data" means high level identification information used to identify a particular individual's records. Examples of Tier 1 Data include name, date of birth, case number, and date of arrest. Tier 1 Data shall be stored and hosted within the Tyler dataXchange.

1.4. "Tier 2 Data" means the detailed information types identified on Schedule 1 that Client agrees to provide access to other Participating Entities through the Tyler dataXchange. Tier 2 Data shall not be stored within the Tyler dataXchange.

2. DATAEXCHANGESERVICES

2.1. Tyler Duties. Tyler shall: (a) grant access to the Tyler dataXchange; (b) store Client's Tier 1 Data for retrieval by Participating Entities and/or Authorized Users; (c) provide notification via the Tyler dataXchange to Client of a request made by a Participating Entity and/or Authorized User for Client's Tier 2 Data; (d) and enable Participating Entities and/or Authorized Users to access Client Data through the Tyler dataXchange.

2.2. Client Duties. Client shall: (a) provide Tyler with access to Client Data as required for Tyler to perform its duties hereunder; (b) provide Tyler personnel with reasonable access to Client facilities to the extent required for Tyler to perform its obligations hereunder; (c) provide the necessary infrastructure to access the Tyler dataXchange, including, without limitation, Client servers, data storage, and networks; and (d) reasonably limit access to the Tyler dataXchange to Authorized Users.

2.3. Modifications. Tyler may alter or modify the Tyler dataXchange, including portions thereof, from time to time in its reasonable and sole discretion. Tyler shall provide Client with reasonable advance notice of any substantial modification to the Tyler dataXchange.

3. TERMINATION

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Upon termination of this Agreement, Tyler shall remove all Client Tier 1 Data from the Tyler dataXchange and shall prevent further access to all Client Data by other Participating Entities. Termination of this Agreement shall have no effect on any other agreements then in effect between Tyler and Client, including the License Agreement and any related maintenance agreement.

4. OWNERSHIP OF CLIENT DATA

Client retains all ownership and other rights it possesses in and to the Client Data, subject to the access and other rights granted herein. Nothing in this Agreement shall be deemed to vest in Tyler any ownership rights in and to the Client Data. Neither the Client nor, to the Client's knowledge, any other party claims any copyright in and to the Client Data.

5. PROTECTION OF CLIENT DATA

Tyler shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality and integrity of the Client Data, and the computing, processing and storage devices used to process, maintain, store, and transmit Client Data. At a minimum, Tyler shall obtain SSAE16 Type II certification and thereafter remain compliant with the same or equivalent. Tyler shall not use Client Data for any purpose other than performance of this Agreement. The above notwithstanding, Client understands and agrees that Client Data will be shared and disclosed to Participating Entities and Authorized Users as part of the services contemplated hereunder. Tyler shall not be liable for any distribution or release of Client Data to Participating Entities or Authorized Users regardless of whether such distribution or release would be prohibited in any separate agreement between Tyler and Client.

6. NO CLIENT DATA WARRANTY

Client acknowledges that all Tier 1 Data and Tier 2 Data is derived directly from Participating Entities (including Client) and Tyler does not edit, and cannot independently verify, the completeness, propriety or accuracy of such data. All Tier 1 Data stored in and accessed through Tyler's dataXchange, and all Tier 2 Data that may be accessed through

the Tyler dataXchange, is provided on an "AS IS" basis with all faults. No party makes any representation or warranty related to the accuracy or completeness of any such data and shall have no liability arising from or relating to any errors or omissions in and to such data.

7. DISCLAIMER OF CERTAIN PERFORMANCE RELATED ISSUES

The Tyler dataXchange is being provided on an "AS IS" basis, with all faults. Tyler shall not be liable for any losses or damages incurred by Client or any Authorized User for any transmission or system failures related to the Tyler dataXchange.

TYLER MAKES NO REPRESENTATION OR WARRANTY RELATED TO THE PERFORMANCE OF THE TYLER DATAEXCHANGE AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. COMPLIANCE WITH LAWS

In providing the services herein, Tyler shall comply with in all material respects with applicable federal, state, and local statutes, laws, ordinances, and regulations.

9. LIMITATION OF LIABILITY

THE LIABILITY OF TYLER TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE CORRECTION OF DEFECTS IN THE TYLER DATAEXCHANGE (BUT NOT THE CORRECTION OF DATA FOR WHICH TYLER HAS NO LIABILITY).

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. MISCELLANEOUS

10.1. Assignment. Neither party may assign this Agreement or any of its respective rights or obligations herein to any third party without the written consent of the other party.

10.2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

10.4. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

10.5. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of the Client.

10.6. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

10.7. Force Majeure. No party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot.

10.8. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in connection therewith.

This Schedule defines how summary level data will be published to the dataXchange index, and whether or not your local system will respond to requests from other participating justice agencies for detailed data.

Tier 1 Data

Tier 1 data means high level identification information used to identify a particular individual's records. Tier 1 data shall be stored and hosted within dataXchange as provided below:

Tier 2 Data

Tier 2 data means the detailed information types identified below. Tier 2 data is not permanently stored within dataXchange. Client's local system will store all Tier 2 data and respond only to specific requests from other Participating Entities as provided below:

Case Manager: Criminal Case Data

Tier 1 Case Manager criminal case data includes summary identification data on cases such as case number, style, charges, case status, and demographic data on related parties. No secured cases are sent to dataXchange. Updates to Client's local data (including expunctions) are automatically updated in the index.

Party data includes names, race, sex, date of birth, SID, and encrypted DL and SSN search keys for search matching purposes. Actual DL and SSN information is not stored in dataXchange.

- ☒ **SEND** Tier 1 Case Manager criminal data to dataXchange
- ☐ **DO NOT SEND** Tier 1 Case Manager criminal case data to dataXchange.

Tier 2 Case data includes register of actions information (docket sheet) such as case events, hearings, pleas, dispositions, sentences, detailed charge information, and related unsecured documents. Tier 2 data shall be provided as follows:

- ☒ Client's system will automatically transmit Tier 2 data upon the request of another Participating Entity.
- ☐ Client's system will not respond to a Tier 2 data request from another Participating Entity. Show only contact information. Tier 2 data will be provided manually

Case Manager: Warrant Data

Tier 1 Case Manager warrant data includes summary identification data (only warrants that are attached to criminal cases) such as warrant number, warrant type, issuing authority, issue date, service date, recall date, charges, and related defendant demographic information. Updates to Client's local data (including expunctions) are automatically updated in the index.

Party data includes names, race, sex, date of birth, SID, and encrypted DL and SSN search keys for search matching purposes. Actual DL and SSN information is not stored in dataXchange.

- ☒ **SEND** Tier 1 warrant data to dataXchange
- ☐ **DO NOT SEND** Tier 1 warrant data to dataXchange.

No Tier 2 Case Manager Warrant data is provided through dataXchange.

Case Manager: Citation Data

Tier 1 Case Manager citation data (previous two years only) includes citation number, offense date, offense(s), vehicle information, and demographic information on the defendant. Updates to Client's local data (including expunctions) are automatically updated in the index.

Party data includes names, race, sex, date of birth, SID, and encrypted DL and SSN search keys for search matching purposes. Actual DL and SSN information is not stored in dataXchange.



SEND Tier 1 warrant data to dataXchange



DO NOT SEND Tier 1 warrant data to dataXchange.

No Tier 2 Case Manager citation data is provided through dataXchange.

Jail Manager: Booking/Release Data

Tier 1 Jail data includes identification data on jail records such as Jail ID number, booking date, release date, arresting agency, charges, date of arrest, and demographic data on the defendant. Updates to Client's local data (including expunctions) are automatically updated in the index.

Defendant data includes names, race, sex, date of birth, SID, and encrypted DL and SSN search keys for search matching purposes. Actual DL and SSN information is not stored in the index.



SEND Tier 1 Jail data to dataXchange



DO NOT SEND Tier 1 Jail data to dataXchange.

Tier 2 Jail data includes security threat group affiliations, party and threat group separations, jail incidents, caution flags, and emergency contact.

Tier 2 Jail data shall be provided as follows:



Client's system will automatically transmit Tier 2 data upon the request of another Participating Entity.



Client's system will not respond to a Tier 2 data request from another Participating Entity. Show only contact information. Tier 2 data will be provided manually

Check Manager: Hot Check Data

Tier 1 Check Manager hot check data includes case number, merchant, file date, check date and amount, and demographic data on the check writer. Updates to Client's local data (including expunctions) are automatically updated in the index.

Party data includes names, race, sex, date of birth, SID, and encrypted DL and SSN search keys for search matching purposes. Actual DL and SSN information is not stored in dataXchange.



SEND Tier 1 warrant data to dataXchange



DO NOT SEND Tier 1 warrant data to dataXchange.

No Tier 2 Check Manager hot check data is provided through dataXchange.

Schedule 1 (cont.)

Contact Information for dataXchange (Texas Counties)

If a Participating Entity (another county or state court, jail, prosecutor, or justice agency) wants to inquire directly with your office, what contact information do you want dataXchange to provide? This information will be displayed to other justice partners who want to call you to verify or confirm information, or who want to seek access to additional details not available through dataXchange.

Case Manager Criminal Case Data (District)

Office Name (Required)
District Clerk
Phone Number (Required)
972-548-4347
Contact Person (Optional)
Jessi Westmoreland
Email Address (Optional)
jwestmoreland@co.collin.tx.us

Case Manager Criminal Case Data (County)

Office Name (Required)
County Clerk
Phone Number (Required)
972-548-6445
Contact Person (Optional)
Jessica Likness
Email Address (Optional)
jlikness@collincountytexas.gov

Case Manager Citation Data

Office Name (Required)
Justice of the Peace
Phone Number (Required)
972-548-4169
Contact Person (Optional)
Jess Griffith
Email Address (Optional)
jgriffith@collincountytexas.gov

Check Manager Data

Office Name (Required)
District Attorney
Phone Number (Required)
Not participating
Contact Person (Optional)
Email Address (Optional)

Jail Manager Data

Office Name (Required)
Sheriff's Office
Phone Number (Required)
972-547-5252
Contact Person (Optional)
Tonya Smith
Email Address (Optional)
tsmith@co.collin.tx.us